

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**MARIA MANIATAKIS,**

**Plaintiff,**

**V.**

**OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,**

**Defendants.**

## CIVIL ACTION

NO.

## NOTICE OF REMOVAL

**TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT  
COURT FOR THE DISTRICT OF THE STATE OF DELAWARE:**

Defendants, Ohio Casualty Group and West American Insurance Company, by and through their attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby file this Notice of Removal of this case from the Superior Court of New Castle County, Delaware, where it is now pending, to the United States District Court for the District of Delaware on the basis of diversity jurisdiction, and in support thereof avers as follows:

1. Plaintiff, Maria Maniatakis, commenced this action by Complaint filed on November 27, 2007 in the Superior Court of New Castle County, Delaware, docketed as C.A. No. 07C-11-194. (A true and copy of Plaintiff's Complaint is attached hereto and marked as Exhibit "A").

2. The Complaint was served upon the Delaware Insurance Commissioner on January 9, 2008 and it was received by Defendants on January 11, 2008.

3. Plaintiff's Complaint asserts claims for Breach of Contract (Count I), Bad Faith Claims Handling (Count II) and Waiver or Estoppel (Count III). (See Exhibit "A", ¶¶ 14-35).

4. The Complaint states that, at all times relevant to the allegations in the Complaint, Plaintiff was a resident of Delaware. (Exhibit "A", ¶ 1). Therefore, upon information and belief, Plaintiff is a citizen of the State of Delaware.

5. Defendant, Ohio Casualty Group, now operating as Ohio Casualty, is not a legal entity, but rather a name that is used by a group of companies including West American Insurance Company, which maintains its principal place of business at 9450 Seward Road, Fairfield, Ohio 45014.

6. Defendant, West American Insurance Company, is a corporation organized and existing under the laws of the State of Indiana, with its principal place of business located at 9450 Seward Road, Fairfield, Ohio 45014

7. Based upon the allegations of Plaintiff's Complaint, the amount in controversy in this action is in excess of Seventy- Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, as Plaintiff has demanded compensatory damages in the amount of \$342,567.75 for breach of contract, plus punitive damages, counsel fees, interest and costs. Furthermore, the Certificate of Value filed with Plaintiff's Complaint certifies that the sum of damages of the Plaintiff is above \$100,000.00, exclusive of costs and interest.

8. As such, this Honorable Court has jurisdiction pursuant to the provisions of 28 U.S.C. §1332 based upon the fact that there exists diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

9. The present lawsuit is accordingly removable from the state court to the United States District Court pursuant to 28 U.S.C. §§ 1441 and 1446.

10. This Notice of Removal has been filed within thirty (30) days after receipt by Defendants of the Complaint in accordance with 28 U.S.C. § 1446(b).

11. Written notice of the filing of this Notice of Removal has been given to the adverse party in accordance with 28 U.S.C. §1446(d) and as noted in the attached Certificate of Service.

12. Promptly after filing with this Court and with the assignment of a Civil Action Number, a copy of this Notice of this Removal will be filed with the Superior Court of New Castle County, Delaware in accordance with 28 U.S.C. § 1446(d).

13. Copies of all process, pleadings and other Orders which have been received by Defendants in this action are filed herewith.

**WHEREFORE**, Defendants, Ohio Casualty Group and West American Insurance Company, respectfully request that they may effect the Removal of this action from the Superior Court of New Castle County, Delaware to the United States District Court for the District of Delaware.

Respectfully submitted:

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

BY: 

VICKI L. GOODMAN, ESQUIRE

(DE I.D. No. 4861)

1220 North Market Street, 5th Floor

P.O. Box 8888

Wilmington, DE 19899

(302) 552-4348

*Attorneys for Defendants*

Dated: January 30, 2008

15/577952.v1

# **EXHIBIT "A"**

# **EXHIBIT "A"**

## SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

Transaction ID 17419897

COUNTY: (A) K SCIVIL ACTION NUMBER C-11-194 FSSCIVIL CASE CODE: CDBTCIVIL CASE TYPE: Debt/Breach of Contract

(SEE REVERSE SIDE FOR CODE AND TYPE)

<p>CAPTION:</p> <p>Maria Maniatakis</p> <p>Plaintiff,</p> <p>v.</p> <p>Ohlo Casualty Group and West American Insurance Company,</p> <p>Defendants.</p>	<p>NAME AND STATUS OF PARTY FILING DOCUMENT: <u>Maria Maniatakis Plaintiff</u></p> <p>DOCUMENT TYPE: (E.G., COMPLAINT; ANSWER WITH COUNTERCLAIM) <u>Complaint</u></p> <p>NON-ARBITRATION <u>X</u> (CERTIFICATE OF VALUE MAY BE REQUIRED)</p> <p>ARBITRATION <u>    </u> MEDIATION <u>    </u> NEUTRAL ASSESSMENT <u>    </u></p> <p>DEFENDANT (CIRCLE ONE) <u>ACCEPT</u> <u>REJECT</u></p> <p>JURY DEMANDED <u>X</u> YES <u>    </u> NO <u>    </u></p> <p>TRACK ASSIGNMENT REQUESTED: (CIRCLE ONE) <u>EXPEDITED</u> <u>STANDARD</u> <u>COMPLEX</u></p>
<p>ATTORNEY NAME(S): <b>ROBERT D. GOLDBERG, ESQUIRE</b> <b>STEVEN F. MONES, ESQUIRE</b></p> <p>FIRM NAME: <b>BIGGS AND BATTAGLIA</b></p> <p>ADDRESS: <b>921 ORANGE STREET</b> <b>WILMINGTON, DE 19801</b></p> <p>TELEPHONE NUMBER: <b>(302) 655-9677</b></p> <p>FAX NUMBER: <b>(302) 655-7924</b></p> <p>E-MAIL ADDRESS: <b>goldberg@batlaw.com</b> <b>smones@batlaw.com</b></p>	<p>IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS</p> <p>EXPLAIN THE RELATIONSHIP(S):</p> <p>OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:</p> <p>(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGES)</p>
<p>THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND TO HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.</p>	

EFiled: Nov 27 2007 3:37  
Transaction ID 17419897  
Case No. 07C-11-194 FSS



SUPERIOR COURT OF THE STATE OF DELAWARE  
NEW CASTLE COUNTY

MARIA MANIATAKIS,	)	
	)	
Plaintiff,	)	C.A. No. 07C-01-
	)	
v.	)	NON-ARBITRATION
	)	
OHIO CASUALTY GROUP and	)	JURY OF 12 DEMANDED
WEST AMERICAN INSURANCE	)	
COMPANY,	)	
	)	
Defendants.	)	

COMPLAINT

1. At all times relevant to the allegations in this Complaint, plaintiff Maria Maniatakis was a resident of Delaware.

2. Defendant Ohio Casualty Group engages in the insurance business in Delaware. Defendant West American Insurance Company, a member company of defendant Ohio Casualty Group, engages in the insurance business in Delaware. Defendants shall be referred to collectively as "OCG."

3. On or about December 7, 2005, plaintiff was the owner of adjoining commercial buildings located at 102 and 104 North Union Street (collectively the "Premises") in Wilmington, Delaware. An automobile repair business known as "Andreas Auto Repair" was operated at the Premises.

4. On or about December 7, 2005, plaintiff was covered under a commercial automobile services policy of insurance (the "Policy") issued by OCG in connection with the operation of Andreas Auto Repair. The term of the Policy was from August 5, 2005 to August 5,

2006. OCG had accepted a premium from plaintiff, in the amount of \$6,015.00, in consideration for providing coverage under the Policy.

5. Prior to April 2003, Andreas Auto Repair was owned and operated by Andreas Maniatakis, husband of plaintiff Maria Maniatakis. Andreas Maniatakis died in April 2003, and ownership of both the Premises and the business known as Andreas Auto Repair passed lawfully to plaintiff.

6. On or about May 21, 2004, pursuant to an Agreement of Sale (the "Agreement"), plaintiff sold the right to use the name "Andreas Auto Repair," and the right to run the automobile repair business located at the Premises, to Ryan and Son, Inc. ("Ryan and Son"), a Delaware corporation. The principal of Ryan and Son, Christopher Ryan, was formerly an employee of Andreas Maniatakis at Andreas Auto Repair. The right of Ryan and Son to occupy the Premises for purposes of operating Andreas Auto Repair was granted through a separate lease arrangement with plaintiff.

7. Expressly included within rights conveyed by plaintiff to Ryan and Son in the Agreement were "all tools and equipment at 102 N. Union Street used in connection with the operation of the business known as Andreas Auto Repair." Among the tools and equipment conveyed to Ryan and Son by plaintiff was an extensive collection of tools and equipment that had been owned and used by Andreas Maniatakis in connection with operation of Andreas Auto Repair, as well as a specialized computer system for operating an automobile repair business.

8. Following consummation of the Agreement, plaintiff ceased to have any day-to-day involvement with the operations of Andreas Auto Repair, but she retained legal ownership of all rights conveyed under the Agreement until such time as a promissory note (the "Note") securing the transaction was paid in full.

9. As of December 7, 2005, the Note had not been paid in full by Ryan and Son, and plaintiff retained legal ownership of all rights conveyed under the Agreement, including ownership of all tools and equipment left for the continued operation of Andreas Auto Repair.

10. On the evening of December 7, 2005, plaintiff's daughter, Niki Maniatakis, drove past the Premises and noticed that a dumpster was in front of the garage doors and that the Premises appeared empty. The following morning, December 8, 2005, Niki Maniatakis returned to the Premises and discovered that all its contents, including all tools, equipment, and the computer system, were missing. Ms. Maniatakis immediately notified the Wilmington Police Department and reported a theft of the contents of the Premises.

11. During the subsequent police investigation of the incident, Christopher Ryan, principal of plaintiff's tenant Ryan and Son, denied taking the contents of the Premises. Accordingly, on or about December 16, 2005, plaintiff notified OCG of the theft and made a claim under the Policy.

12. Plaintiff reviewed all available information, including a videotape of the contents of the Premises made prior to the Agreement, and determined that the value of the tools, equipment, computer system, and other items taken totaled \$342,567.75.

13. Notwithstanding documentary evidence verifying the identity of the tools and equipment taken, the prompt reporting to police of the theft, the prompt reporting to OCG of the claim, and the language in the policy providing coverage for this loss, OCG has wrongfully denied plaintiff's claim.



COUNT 1

Breach of Contract

14. Plaintiff reasserts the allegations in paragraphs 1-13 above.

15. The Policy constitutes a contract between the parties with coverage for specified losses being afforded to plaintiff in consideration of the premium charged by OCG.

16. Plaintiff has complied with all terms and conditions of the Policy, including providing OCG with prompt and timely notice of the loss and detailed information about the nature of the property taken, yet OCG has wrongfully failed to provide coverage for this loss.

17. OCG has failed to comply with the terms and conditions of the Policy and has, therefore, breached its contract with plaintiff.

COUNT 2

Bad Faith Claims Handling

18. Plaintiff reasserts the allegations in paragraphs 1-17 above.

19. The loss that is the subject of this action occurred on the evening of December 7, 2005. The Wilmington Police Department was notified of the incident on the morning of December 8, 2005, and plaintiff cooperated with the police investigation of the incident.

20. Plaintiff notified OCG of the loss on or about December 16, 2005, which is as soon as was practicable given the nature of the incident and the investigation conducted by the police. Since reporting the incident to OCG, plaintiff has cooperated with OCG's investigation of the incident.

21. Notwithstanding plaintiff's compliance with the terms and conditions of the Policy, and her cooperation with the investigations of the incident conducted by both OCG and the Wilmington Police Department, OCG has wrongfully denied plaintiff's claim.

22. In its denial letter dated October 30, 2006 (the "Denial Letter"), OCG accused plaintiff of "dishonesty," of making "material misrepresentations" and of having "withheld vital information," and of engaging in an "attempt to mislead the investigation." OCG further stated that: "There is no evidence that any theft occurred."

23. The above statements by OCG in the Denial Letter, as well as the explanations for such conclusions expressed in the Denial Letter, are false, disparaging, and were made in complete disregard of the evidence provided by plaintiff as well as other evidence obtained during the investigations of the incident conducted by OCG and the Wilmington Police Department.

24. During its investigation, OCG obtained no direct evidence suggesting that plaintiff made any deliberately misleading or otherwise false statements in connection with any aspect of the incident itself or the items taken.

25. In the Denial Letter, OCG misstates the facts of this incident, and it reaches conclusions that are unsupported by the law or the facts.

26. OCG has no reasonable justification for denying plaintiff's legitimate claim, and OCG has breached the duty of good faith and fair dealing which it owes plaintiff, its insured.

27. OCG's conduct violates the spirit of the contractual relationship it has with plaintiff, its insured, as well as the letter of the language in the Policy.

28. OCG's wrongful conduct is motivated by its desire to avoid paying a claim rather than by the duty it owes plaintiff, its insured, to investigate and adjust a claim fairly. OCG's improper and wrongful motive, in conjunction with its allegations that plaintiff engaged in dishonest and fraudulent conduct, is based on a conscious and deliberate indifference to the facts and to the adverse consequences to plaintiff, and an award to plaintiff of punitive damages is warranted.

COUNT 3

Waiver or Estoppel

29. Plaintiff reasserts the allegations in paragraphs 1-28 above.
30. OCG issued the Policy to plaintiff, for a term covering the period of August 5, 2005 to August 5, 2006, providing coverage for commercial automobile services.
31. In consideration for issuing the Policy to plaintiff, OCG accepted consideration from plaintiff in the form of a premium in the amount of \$6,015.00.
32. At all times material, OCG, through its agents, was aware of the Agreement. At no time between issuance of the Policy on June 22, 2005, and the date of the loss in this case, December 7, 2005, did OCG ever question the nature of plaintiff's business or advise plaintiff that any restrictions or limitations would or might apply due to the Agreement or the nature of the arrangement between plaintiff and her tenant, Ryan and Son, which engaged in automobile services under the name "Andreas Auto Repair."
33. OCG accepted plaintiff's tender of the Policy premium.
34. Any defenses OCG might have had based on the Agreement or the arrangement between plaintiff and Ryan and Son were waived by OCG's failure to raise or assert any objections, limitations, or restrictions concerning the coverage it issued to plaintiff under the Policy.
35. Alternatively, OCG is estopped from raising any defenses based on the arrangement between plaintiff and Ryan and Son.

WHEREFORE, plaintiff demands that judgment be entered in her favor and against defendants as follows:

- (1) Compensatory damages in the amount of \$342,567.75 for breach of contract;
- (2) Punitive damages in an amount to be determined;
- (3) Award of reasonable attorneys fees;
- (4) Prejudgment and postjudgment interest at the applicable legal rates;
- (5) Costs of this action; and
- (6) Such other relief as the Court deems appropriate and just.

BIGGS AND BATTAGLIA

/s/ Robert D. Goldberg  
Robert D. Goldberg (Del. Bar No. 631)  
Steven F. Mones (Del. Bar No. 2611)  
921 N. Orange Street  
P.O. Box 1489  
Wilmington, DE 19899-1489  
302-655-9677  
goldberg@batlaw.com  
smones@batlaw.com  
Attorneys for Plaintiff

November 27, 2007

P:\JeriMene\KDGE\Filing\Monistakis\Court\p1021.doc

EFiled: Nov 27 2007 3:37 PM  
Transaction ID 17419897  
Case No. 07C-11-194 FSS



SUPERIOR COURT OF THE STATE OF DELAWARE

NEW CASTLE COUNTY

MARIA MANIATAKIS,

Plaintiff,

v.

OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,

Defendants.

C.A. No. 07C-01-

NON-ARBITRATION

JURY OF 12 DEMANDED

CERTIFICATE OF VALUE

I, Robert D. Goldberg, attorney for the Plaintiffs, do hereby certify in good faith that at this time in my opinion the sum of damages of the plaintiff is above \$100,000.00, exclusive of costs and interest.

BIGGS AND BATTAGLIA

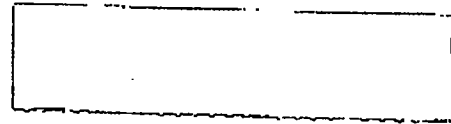
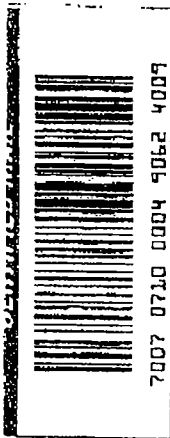
By:

Robert D. Goldberg (ID # 631)  
Steven F. Mones (Del. Bar No. 2611)  
Biggs and Battaglia  
921 North Orange Street  
P.O. Box 1489  
Wilmington, DE 19899  
(302) 655-9677  
Attorney for Plaintiffs

DATED: 11/27/2007

STATE OF DELAWARE  
INSURANCE DEPARTMENT  
841 SILVER LAKE BOULEVARD  
DOVER, DELAWARE 19904-2468

\*OFFICIAL BUSINESS, PENALTY FOR PRIVATE USE \$300\*  
12-43-461



INSURATION SERVICE COMPANY  
WEST AMERICAN INSURANCE COMPANY  
2711 CENTERVILLE ROAD, SUITE 400  
WILMINGTON, DE 19806

EFiled: Nov 27 2007 3:37  
Transaction ID 17419897  
Case No. 07C-11-194 FSS



SUPERIOR COURT OF THE STATE OF DELAWARE  
NEW CASTLE COUNTY

MARIA MANIATAKIS,

Plaintiff,

v.

OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,

Defendants.

C.A. No. 07C-01-

NON-ARBITRATION

JURY OF 12 DEMANDED

THE STATE OF DELAWARE,  
TO THE SHERIFF OF KENT COUNTY:  
YOU ARE COMMANDED:

To summon the above named Defendant so that, within 20 days after service hereof upon the Defendant, OHIO CASUALTY GROUP and WEST AMERICAN INSURANCE COMPANY, exclusive of the day of service, Defendant shall serve upon Robert D. Goldberg, Plaintiff's attorney, whose address is 921 Orange Street, P.O. Box 1489, Wilmington, DE, 19899-1489 an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense).

To serve upon Defendants a copy hereof and of the complaint (and of the affidavit of demand if any has been filed by plaintiff).

Dated: 12/19/07

Sharon Agnew

Prothonotary

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint (or in the affidavit of demand, if any).

Sharon Agnew

Prothonotary

2008 JAN -8 AM 7:15  
SHERIFF'S HANDS  
KENT COUNTY, DEL.

Matthew Denn  
Insurance Commissioner



Department of Insurance  
841 Silver Lake Blvd.  
Dover, DE 19904-2465  
(302) 674-7300  
(302) 739-5280 fax

JANUARY 9, 2008

VIA CERTIFIED MAIL (70070710000490624009)  
RETURN RECEIPT REQUESTED

CORPORATION SERVICE COMPANY  
WEST AMERICAN INSURANCE COMPANY  
2711 CENTERVILLE ROAD, SUITE 400  
WILMINGTON, DE 19808

RE: MARIA MANIATAKIS V. OHIO CASUALTY INS. CO  
C.A. NO. 07C-11-194 FSS

Dear SIR OR MADAM:

Pursuant to 18 Del. C. § 525, the Delaware Insurance Commissioner was served with the enclosed legal process on JANUARY 9, 2008.

Please do not send your response to the enclosed documentation to the Delaware Insurance Department. Instead, you should respond directly to the person or legal representative identified in the enclosed legal process.

Sincerely,

A handwritten signature in cursive script that reads "Georgia Oxford".

Georgia Oxford  
Administrative Specialist II

Enclosure  
cc: ROBERT D. GOLDBERG



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

MARIA MANIATAKIS,

**Plaintiff,**

V.

**OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,**

**Defendants.**

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525

## CIVIL ACTION

NO.

**AFFIDAVIT**

I, VICKI L. GOODMAN, ESQUIRE, being duly sworn according to law, depose and say that the facts set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

BY:

*V. K. Zander*

VICKI L. GOODMAN, ESQUIRE

*Attorneys for Defendants*

Ohio Casualty Group and

*West American Insurance Company*

Dated: January 30, 2008

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

MARIA MANIATAKIS,

Plaintiff,

v.

OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,

Defendants.


:  
:  
: CIVIL ACTION  
:  
:  
: NO.  
:  
:  
:  
:  
:  
:  
:  
:

AFFIDAVIT OF SERVICE

I, VICKI L. GOODMAN, ESQUIRE, being duly sworn according to law, depose and say that I am filing a true and correct certified copy of the Defendant's Notice of Removal, together with copies of the documents attached hereto, with the Prothonotary of New Castle County, Delaware via United States Mail, First Class, postage pre-paid, on the below date.

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

BY:



VICKI L. GOODMAN, ESQUIRE

*Attorneys for Defendants*

*Ohio Casualty Group and*

*West American Insurance Company*

Dated: January 30, 2008

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

MARIA MANIATAKIS,

Plaintiff,

v.

OHIO CASUALTY GROUP and  
WEST AMERICAN INSURANCE  
COMPANY,

Defendants.

CIVIL ACTION

NO.

CERTIFICATE OF SERVICE

I, Vicki L. Goodman, Esquire, hereby certify that two (2) true and correct copies of the foregoing Notice of Removal and Notice to the Clerk of New Castle County were served on the below date via United States Mail, First Class, postage pre-paid, upon the following individual:

Robert D. Goldberg, Esquire  
Steven F. Mones, Esquire  
BIGGS AND BATTAGLIA  
921 Orange Street  
Wilmington, DE 19801  
*Attorneys for Plaintiff*

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

BY: 

VICKI L. GOODMAN, ESQUIRE  
(DE LD. No. 4861)  
1220 North Market Street, 5th Floor  
P.O. Box 8888  
Wilmington, DE 19899  
(302) 552-4348  
*Attorneys for Defendants*

Dated: January 30, 2008  
15/578005.v1

JS-44 (Rev 11/04)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b>  MARIA MANIATAKIS  <b>(b)</b> County of Residence of First Listed Plaintiff <u>NEW CASTLE COUNTY, DE</u> (EXCEPT IN U.S. PLAINTIFF CASES)  <b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number)  Robert D. Goldberg, Esquire/ Steven F. Mones, Esquire BIGGS AND BATTAGLIA 921 Orange Street, Wilmington, DE 19801 (302)	<b>DEFENDANTS</b>  OHIO CASUALTY GROUP and WEST AMERICAN INSURANCE CO.  County of Residence of First Listed Defendant <u>FAIRFIELD, OHIO</u> (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.  Attorneys (If Known)  Vicki L. Goodman, Esquire MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN 1220 North Market Street, 5th Floor Wilmington, DE 19899-8888; (302) 552-4322
--	---

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)  <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4. Diversity (Indicates Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place An "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;"><input checked="" type="checkbox"/> 1</td> <td style="width:10%;"><input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in This State</td> <td style="width:10%;"><input type="checkbox"/> 4</td> <td style="width:10%;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen of Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen of Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5														
Citizen of Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

<b>IV. NATURE OF SUIT</b> (Place an "X" in One Box Only)					
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits. <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 195 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing / Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities—Employment <input type="checkbox"/> 445 Amer. w/Disabilities—Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

<b>V. ORIGIN</b> (Place an "X" in One Box Only)							
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

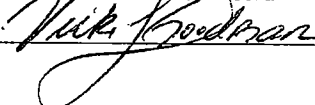
<b>VI. CAUSE OF ACTION</b>	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332; 28 U.S.C. 1441 and 1446 Brief description of cause: Breach of Contract and Bad Faith litigation
----------------------------	---

<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b>	CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------	--	------------------	---

<b>VIII. RELATED CASE(S) IF ANY</b>	(See instructions) JUDGE <u>Superior Court of New Castle County</u>	DOCKET NUMBER	C.A. No. 07-11-194 (FSS)
-------------------------------------	---	---------------	--------------------------

 DATE  
 January 30, 2008

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING  
IFP

JUDGE

MAG. JUDGE

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

- 08 - 64 -

Civil Action No. \_\_\_\_\_

**ACKNOWLEDGMENT**  
**OF RECEIPT FOR AO FORM 85**

**NOTICE OF AVAILABILITY OF A**  
**UNITED STATES MAGISTRATE JUDGE**  
**TO EXERCISE JURISDICTION**

I HEREBY ACKNOWLEDGE RECEIPT OF 2 COPIES OF AO FORM 85.

1/30/08  
(Date forms issued)

X Gerald J. Vintigni  
(Signature of Party or their Representative)

X Gerald J. Vintigni  
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action